A final decree of distribution, authorized by statute, has the same effect and is as binding as any other judgment. *Sjoli* v. *Hogenson* (1909) 19 N. D. 82, 92, 122 N. W. 1008. Where a decree or judgment is erroneous in law, the proper method of relief is by appeal. Failing to appeal within the prescribed time, the parties are conclusively bound and cannot attack the entry collaterally, in subsequent proceedings. *Haines* v. *Hall* (1904) 209 Pa. 104, 58 Atl. 125. Where additional material facts are later discovered, a court of equity has the power to vacate a judgment, *Moore* v. *Palmer* (N. D. 1919) 174 N. W. 93, and such a proceeding was specifically authorized in the instant case. N. D. Comp. Laws (1913) § 8809. The court, however, refused to consider such a motion in the supplemental bill on the ground that it would be a collateral attack on the decree of another court. The question of misjoinder of actions was not raised by the parties and it would seem more in line with modern code practice to have retained the supplemental bill as a petition to vacate the decree of distribution and for additional relief by a partition according to the amended decree. The amplification of procedure requiring two trials seems unnecessary.

LANDLORD AND TENANT—COVENANT NOT TO SUBLET OR ASSIGN—WHAT CONSTITUTES BREACH.—The lessee of premises owned by the plaintiff assigned his term to the defendants, the original lease containing a covenant against subletting with the penalty of forfeiture for breach thereof. In an action of unlawful detainer, *held*, the assignment did not violate the covenant. *Goldman* v. *Feder & Co.* (W. Va. 1919) 100 S. E. 400.

Restrictions against subletting or assigning are not viewed with favor by the courts and accordingly are construed very strictly. *Gazlay* v. *Williams* (C. C. A. 1906) 147 Fed. 678; *Hilsendegen* v. *Hartz Clothing Co.* (1911) 165 Mich. 255, 130 N. W. 646. Thus a covenant against assignment is not violated on a transfer by operation of law, such as a sale of the lease under execution, *Farnum* v. *Hefner* (1889) 79 Cal. 575, 21 Pac. 955; see *Zwietusch* v. *Luehring* (1913) 156 Wis. 96, 144 N. W. 257, or by transfer to a trustee in bankruptcy, *Gazlay* v. *Williams, supra,* but is violated by a voluntary transfer to a trustee in insolvency. *Medinah Temple Co.* v. *Currey* (1896) 162 Ill. 441, 44 N. E. 839. Neither is there a breach where the lease is assigned as security for a debt, *Crouse* v. *Michel* (1902) 130 Mich. 347, 90 N. W. 32, nor where one of several lessees assigns his interest, the courts saying the covenant is against assignment by all and not one of the lessees, *Swartz* v. *Bixler* (1918) 104 Atl. 591; *Spangler* v. *Spangler* (1909) 11 Cal. App. 321, 104 Pac. 995. A mortgage of the lease is held not to be a breach of a covenant against assignment in jurisdictions where the mortgagee has merely a lien, *Riggs* v. *Pursell* (1876) 66 N. Y. 193, 200, though it is held to be a breach in jurisdictions where the mortgagee has the title. See *Becker* v. *Werner* (1881) 98 Pa. 555. Likewise a covenant against subletting, or permitting any one to occupy the premises, is not breached by taking lodgers, the court holding that the covenant was intended to prohibit only such sublettings as would permit the sublessee to maintain trespass. *Peaks* v. *Cobb* (1908) 197 Mass. 554, 83 N. E. 1106. Following this literal construction, Tiffany, Real Property, § 46, it is everywhere held that a covenant against assignment is not violated by a subletting, *Cross* v. *Bouck* (1917) 175 Cal. 253, 165 Pac. 702; *Burns* v. *Dufresne* (1912) 67 Wash. 158, 121 Pac. 46; *Leduke* v. *Barnett* (1881) 47 Mich.

158, 10 N. W. 182; *Jackson* v. *Harrison* (N. Y. 1819) 17 Johns. 66, and the weight of authority supports the proposition of the instant case that an assignment is not a breach of a covenant against subletting, *Field* v. *Mills* (1869) 33 N. J. L. 254; *Lynde* v. *Newcomb* (N. Y. 1857) 27 Barb. 415; *contra, Upton* v. *Hosmer* (1901) 70 N. H. 493, 49 Atl. 96. *Gramaway* v. *Adams* (1806) 12 Ves. 395, often cited as *contra* to the proposition just stated, can be distinguished, as the covenant there was broad enough to cover an assignment. See *Field* v. *Mills, supra,* at p. 259.

LANDLORD AND TENANT—IMPROVEMENTS BY TENANT—COMPENSATION THEREFOR.—The plaintiff, a tenant at will, erected valuable improvements on the defendant's premises, in the hope that he would some day become owner, though he had no lease or contract to buy the premises. The defendant knew of and consented to the erection of the improvements but never agreed to pay for them. The tenancy being terminated, in an action for the value of the improvements, *held,* one judge dissenting, the plaintiff should recover. *Coggins* v. *McKinney* (S. C. 1919) 99 S. E. 844.

A tenant who erects improvements on another's land cannot ordinarily, in the absence of a promise by the landlord, compel him to pay therefor, *Foss* v. *Cosgriff* (1892) 65 Hun 184, 19 N. Y. Supp. 941; *Guthrie* v. *Guthrie* (Ky. 1904) 78 S. W. 474; *Mull* v. *Graham* (1893) 7 Ind. App. 561, 35 N. E. 134; see *Diederich* v. *Rose* (1907) 228 Ill. 610, 616, 81 N. E. 1140; Tiffany, Landlord and Tenant, 1692, even though the landlord knew of, *Woolley* v. *Osborne* (1884) 39 N. J. Eq. 54; *Guay* v. *Kehoe* (1900) 70 N. H. 151, 46 Atl. 688, and consented to them. *Cocio* v. *Day* (1888) 51 Ark. 461, 9 S. W. 433. That the tenant made the improvements with the expectation of becoming the owner of the premises, *Woolley* v. *Osborne, supra,* or under the mistaken impression that his lease would endure longer than was actually the fact, *Dunn* v. *Bagby* (1883) 88 N. C. 91; Tiffany, *op. cit.,* 1694, and with no intention of making a gift, can give him no better right. The court in the principal case by admitting that there could have been no recovery had the improvements not in fact increased the value of the premises, acknowledged that there was neither an express nor implied promise by the defendant, and allowed recovery on the ground of unjust enrichment. But although where the real owner asks for equitable relief or sues at law for *mesne* profits he will be compelled to allow a bona fide occupant under a defective title for such improvements as have enhanced the value of the property, *Bright* v. *Boyd* (C. C. 1841) 1 Story 478, 494; see *Parsons* v. *Moses* (1864) 16 Iowa 440, 444; Keener, Quasi-Contracts, 377, the law in general will not compensate a tenant for improvements erected on the land through no misrepresentation of the landlord, *Guthrie* v. *Guthrie, supra; Woolley* v. *Osborne, supra.* The principal case therefore would appear to be against authority.

LIBEL AND SLANDER—LIABILITY FOR REPUBLICATION—DOCUMENT GIVEN TO NEWSPAPER REPORTER.—Upon the request of a reporter for material for an article, the defendant gave him some documents, including a letter composed by the defendant which libelled the plaintiff. This letter was republished in the newspaper. On the defendant's motion to vacate an order of arrest procured by the plaintiff, N. Y. Code Civ. Proc. §3343(9), 549, *held,* that since the defendant had not requested the